

2000-0356
9/30/83CLOSURE AND POST-CLOSURE COMPLIANCE REVIEW CHECKLISTI. GENERAL FACILITY INFORMATIONEPA ID # NTD 0013 40686Address 400 CLAREMONT AVENUE
JERSEY CITY N.J. 07304Owner _____
(name and phone number)Operator _____
(name and phone number)

Name of Facility _____

Date & Time of Inspection _____

Personnel Present CONTACT KLAUS MEINSSER
V. P. ADMINISTRATION

Notes:

CONTACT Denis Kellman.

Type of Facility (check all that apply/fill-in blanks)

☒* Storage Treatment Disposal

	<u>Active</u>	<u>Inactive</u>	<u>Planned</u>
<input checked="" type="checkbox"/> <u>Containers</u>	_____		
	(number and volume)		
<input type="checkbox"/> <u>Tanks</u>	_____		
	(number and volume)		
<input type="checkbox"/> <u>Piles</u>	_____		
	(number and volume)		
<input type="checkbox"/> <u>Incinerator</u>	_____		
	(gallons or tons per hour)		
<input type="checkbox"/> <u>Landfill</u>	_____		
	(acres and volume)		
<input type="checkbox"/> <u>Land Treatment</u>	_____		
	(acres and volume)		
<input type="checkbox"/> <u>Surface Impoundment</u>	_____		
	(acres and volume)		
<input type="checkbox"/> <u>Chemical/Physical/Biological Treatment</u>	_____		
	(gallons or tons per hour)		
<input type="checkbox"/> <u>Thermal Treatment</u>	_____		
	(gallons or tons per hour)		
<input type="checkbox"/> <u>Underground Injection</u>	_____		
	(nominal operating rate)		

Describe tank and container conditions (e.g., age, remaining surface life, etc.) in Comments section.

*Checkboxes indicate items to be reviewed during on-site visit.

II. WRITTEN PLAN

- | | | | | |
|------|--|------------|-----------|-----|
| ★ 1. | Is there a WRITTEN CLOSURE PLAN kept at the facility? (40 CFR 265.112(a)) | YES | NO | ? |
| 2. | Does the closure plan cover all areas and facilities that were ACTIVE as of 11/19/80? | <u>YES</u> | NO | |
| 3. | Does the closure plan include <u>general information</u> about the facility which would be helpful in reviewing the plan, including: | | | |
| a. | facility size(s) | YES | <u>NO</u> | |
| b. | facility type(s) | YES | <u>NO</u> | |
| c. | descriptions of all on-site equipment | YES | <u>NO</u> | |
| d. | topography | YES | <u>NO</u> | |
| e. | waste characterization | YES | <u>NO</u> | |
| f. | soil type | YES | <u>NO</u> | |
| g. | description of surrounding land use | YES | <u>NO</u> | |
| h. | surrounding population | YES | <u>NO</u> | |
| i. | size of facility (acres) | YES | <u>NO</u> | |
| j. | volume of impoundment | YES | NO | N/A |
| k. | type(s) of treatment/processing | YES | NO | N/A |
| l. | description of liner | YES | NO | N/A |
| m. | leachate collection system | YES | NO | N/A |
| n. | gas collection system | YES | NO | N/A |
| o. | dredging procedures/schedules, etc. | YES | NO | N/A |
| p. | incinerator specifications | YES | NO | N/A |
| q. | other (specify _____) | YES | NO | |

III. MAXIMUM EXTENT OF OPERATION

- | | | | | |
|------|---|------------|-----------|------------|
| ★ 1. | Does the plan identify the MAXIMUM EXTENT OF OPERATION which will be unclosed during the life of the facility? (40 CFR 265.112(a)(1)) | <u>YES</u> | NO | |
| □ 2. | Is the MAXIMUM EXTENT OF OPERATION estimate exceeded by current operations? | YES | <u>NO</u> | |
| □ 3. | Does the MAXIMUM EXTENT OF OPERATION estimate include: | | | |
| a. | the maximum area of landfill or land treatment ever containing wastes? | YES | NO | <u>N/A</u> |
| b. | inactive areas open because of operating problems or contingencies? | YES | NO | <u>N/A</u> |
| c. | maximum area of land ever used for land spreading? | YES | NO | <u>N/A</u> |

- | | | | | |
|----|---|-----|----|-----|
| d. | the most extensive treatment required for land spreading? | YES | NO | N/A |
| e. | the maximum area used for storage? | YES | NO | N/A |

Explain each "NO" answer in comment section.

IV. PARTIAL CLOSURE



1. Does the plan identify the steps for PARTIAL CLOSURE, at any time during the intended operating life, of

- | | | | | |
|----|--------------------------------|-----|----|-----|
| a. | surface impoundments? | YES | NO | N/A |
| b. | landfills? | YES | NO | N/A |
| c. | tanks? | YES | NO | N/A |
| d. | other (specify: <u>TANKS</u>) | YES | NO | |
- (40 CFR 265.112(a))

IF NO PARTIAL CLOSURE PLAN, CIRCLE N/A AND SKIP TO SECTION V.

2. Does the PARTIAL CLOSURE plan identify

- | | | | | |
|----|-------------------------------------|-----|----|-----|
| a. | the size of areas partially closed? | YES | NO | N/A |
| b. | procedures for partial closure? | YES | NO | |
| c. | maintenance program? | YES | NO | |
| d. | frequency of partial closures? | YES | NO | |
| e. | source of cover materials? | YES | NO | N/A |

- 3. Does the plan for PARTIAL CLOSURE demonstrate the adequacy of the cap, etc. to meet the closure requirements? YES NO

OR

Are these areas or activities otherwise included in the extent of operations of the closure plan? YES NO

4. Does the PARTIAL CLOSURE PLAN describe maintenance activities for partially closed areas, including:

- | | | | | |
|----|-----------------------------------|-----|----|-----|
| a. | visual inspections? | YES | NO | N/A |
| b. | ground-water monitoring? | YES | NO | N/A |
| c. | maintaining cover? | YES | NO | N/A |
| d. | maintaining diversion structures? | YES | NO | N/A |
| e. | controlling erosion? | YES | NO | N/A |
| f. | maintaining vegetation? | YES | NO | N/A |
| g. | security requirements? | YES | NO | N/A |
| h. | leachate collection? | YES | NO | N/A |
| i. | gas collection? | YES | NO | N/A |

5. Does the PARTIAL CLOSURE PLAN describe maintenance frequencies for partially closed areas, including:

a. visual inspections?	YES	NO	N/A
b. groundwater monitoring?	YES	NO	N/A
c. maintaining the cover?	YES	NO	N/A
d. maintaining diversion structures?	YES	NO	N/A
e. controlling erosion?	YES	NO	N/A
f. maintaining vegetation?	YES	NO	N/A
g. security requirements?	YES	NO	N/A
h. leachate collection?	YES	NO	N/A
i. gas collection?	YES	NO	N/A

6. Is there a SCHEDULE FOR PARTIAL CLOSURE?
If "NO" SKIP TO SECTION V.

YES	NO
-----	----

7. Does the SCHEDULE FOR PARTIAL CLOSURE include:

★ a. date(s) of partial closure(s)? (40 CFR 265.112(a)(1))	YES	NO	
b. total time required for each partial closure?	YES	NO	
c. time required for key steps--			
i. waste removal?	YES	NO	N/A
ii. waste stabilization?	YES	NO	N/A
iii. waste treatment?	YES	NO	N/A
iv. waste disposal?	YES	NO	N/A
v. placement of cover?	YES	NO	N/A
vi. vegetation?	YES	NO	N/A
vii. decontamination?	YES	NO	N/A
viii. other (specify: _____)	YES	NO	

V. MAXIMUM INVENTORY

★ 1. Is there an estimate of the MAXIMUM INVENTORY of wastes in storage or treatment at any time during the life of the facility? (40 CFR 265.112(a)(2))	<u>YES</u>	NO	N/A
□ 2. Does the MAXIMUM INVENTORY estimate include the maximum amount of on-site wastes:			
a. requiring pre-treatment?	YES	NO	<u>N/A</u>
b. requiring treatment?	YES	NO	<u>N/A</u>
c. requiring disposal?	<u>YES</u>	NO	<u>N/A</u>

- 3. Does the MAXIMUM INVENTORY estimate include the maximum amount of on-site:
- | | | | |
|--|-----|----|-----|
| □ a. wastes in surface impoundments? | YES | NO | N/A |
| □ b. wastes in partially-closed non-disposal surface impoundments? | YES | NO | N/A |
| □ c. wastes in tanks? | YES | NO | N/A |
| □ d. wastes in piles? | YES | NO | N/A |
| □ e. wastes in drainage pits? | YES | NO | N/A |
| □ f. wastes in containers? | YES | NO | N/A |
| □ g. standing liquids? | YES | NO | N/A |
| □ h. sludge? | YES | NO | N/A |
| □ i. contaminated soil from land treatment fields? | YES | NO | N/A |
| □ j. contaminated soil and liners from non-disposal impoundments? | YES | NO | N/A |
| □ k. contaminated soil from around tanks, containers, piles? | YES | NO | N/A |
| □ l. process residues? | YES | NO | N/A |
| □ m. decontamination residues? | YES | NO | N/A |
4. Does the plan discuss the type(s) of TESTING AND CRITERIA to be used to determine:
- | | | | |
|--|-----|----|-----|
| a. whether soil is contaminated? | YES | NO | N/A |
| b. whether decontamination residues are hazardous? | YES | NO | N/A |
| c. whether process residues are hazardous? | YES | NO | N/A |
5. Are INCOMPATIBLE WASTES identified and provisions described for keeping them separate during closure?
- | | | |
|-----|----|-----|
| YES | NO | N/A |
|-----|----|-----|

VI. FINAL CLOSURE

1. Does the plan clearly identify the STEPS TO CLOSE
- | | | |
|---|-----|----|
| ★ a. at any point during the intended operating life? (40 CFR 265.112(a)) | YES | NO |
| ★ b. at the end of the intended operating life? (40 CFR 265.112(a)) | YES | NO |

2. Do the STEPS TO CLOSE in the plan include:
- | | | | | | |
|---|----|---|-----|----|-----|
| ★ | a. | removal of wastes? (40 CFR 265.113(a)) | YES | NO | N/A |
| ★ | b. | treatment of wastes? (40 CFR 265.113(a)) | YES | NO | N/A |
| ★ | c. | waste disposal? (40 CFR 265.113(a)) | YES | NO | N/A |
| | d. | waste containment? | YES | NO | N/A |
| ★ | e. | cover? (40 CFR 265.310(b)) | YES | NO | N/A |
| ★ | f. | decontamination of equipment and structures? (40 CFR 265.112(a)(3)) | YES | NO | N/A |
| | g. | groundwater monitoring? | YES | NO | N/A |
| ★ | h. | closure certification? (40 CFR 265.115) | YES | NO | N/A |
| | i. | maintenance of leachate program? | YES | NO | N/A |
| | j. | maintenance of gas collection program? | YES | NO | N/A |
| | k. | security requirements? | YES | NO | N/A |
- 3. With respect to the REMOVAL, TREATMENT, OR DISPOSAL of waste, does the plan identify:
- | | | | | | |
|--|----|---|-----|----|-----|
| | a. | the source and type of materials and equipment needed? | YES | NO | |
| | b. | the amount of labor required? | YES | NO | |
| | c. | the capacity, number, and location of trenches or cells needed? | YES | NO | N/A |
| | d. | the area required for landspreading? | YES | NO | N/A |
- 4. Does the plan describe the CONTAINMENT of waste, including:
- | | | | | | |
|---|------|--|-----|----|-----|
| ★ | a. | placement of final cover:
(40 CFR 265.280(c)(2); 265.310(a)) | | | |
| ★ | i. | characteristics of cover?
(40 CFR 265.280(c)(2)(ii);
265.310(a)(5)) | YES | NO | N/A |
| ★ | ii. | design of cover including
final surface contours?
(40 CFR 265.280(c)(2)(ii);
265.310(a)(5)) | YES | NO | N/A |
| | iii. | installation procedures? | YES | NO | N/A |
| ★ | b. | drainage and diversion structures?
(40 CFR 265.280(c)(3),(4)) | YES | NO | N/A |

- c. vegetation program:
- ★ i. characteristics of vegetation?
(40 CFR 265.280(c)(2)(ii);
265.310(a)(5)) YES NO N/A
 - ii. soil preparation? YES NO N/A
 - ★ d. erosion control:
(40 CFR 265.310(b)(3))
 - i. type of materials? YES NO N/A
 - ii. amount of materials? YES NO N/A
 - ★ e. For landfills, does the closure plan address the following objectives and indicate how they will be achieved?
(40 CFR 265.310(b))
 - (1) Control of pollution migration from the facility via ground water, surface water, and air. YES NO N/A
 - (2) Control of surface water infiltration, including prevention of pooling. YES NO N/A
 - (3) Prevention of erosion. YES NO N/A
 - ★ f. For land treatment operations, does the closure plan address the following objectives and indicate how they will be achieved? (40 CFR 265.280(a))
 - (1) Control of migration of hazardous wastes and constituents into ground water. YES NO N/A
 - (2) Control of the release of contaminated run-off into surface water. YES NO N/A
 - (3) Control of the release of airborne particulate contaminants caused by wind erosion. YES NO N/A
 - (4) Protection of food chain crops. YES NO N/A

- ★ g. For landfills and land treatment operations, does the closure plan include at least a narrative statement indicating that the following factors were considered in addressing the closure objectives? (40 CFR 265.280(b), 310(b))

(1) Type and amount of waste.	YES	NO	N/A
(2) Mobility and rate of migration.	YES	NO	N/A
(3) Site location, topography, and surrounding land use.	YES	NO	N/A
(4) Climate, including precipitation.	YES	NO	N/A
(5) Characteristics of the cover, including material, final surface contour, thickness, porosity, permeability, slope, vegetation.	YES	NO	N/A
(6) Geological and soil profiles and surface and subsurface hydrology.	YES	NO	N/A
(7) Unsaturated zone monitoring.	YES	NO	N/A
(8) Type, concentration, and depth of hazardous constituent migration as compared to background concentrations.	YES	NO	N/A

- ★ 5. Does the plan describe the DECONTAMINATION (40 CFR 265.112(a)(3); 265.114) of facility equipment and structures, including:

a. a list of equipment, containers, and structures requiring disposal or decontamination?	YES	NO	N/A
b. decontamination procedures?	YES	NO	N/A
c. method of treatment or disposal of residues?	YES	NO	N/A
d. testing program?	YES	NO	N/A

- 6. With respect to MONITORING, does the closure plan describe:
- | | | | |
|--|-----|----|-----|
| a. details of the groundwater monitoring program during closure? | YES | NO | N/A |
| b. soil testing and monitoring | YES | NO | N/A |
| c. maintenance of monitoring equipment during closure? | YES | NO | N/A |
| d. other (specify: _____) | YES | NO | |
- ★ 7. With respect to CERTIFICATION of closure (40 CFR 265.115), does the closure plan describe scheduled or estimated number of inspections?
- | | | | |
|--|-----|----|--|
| | YES | NO | |
|--|-----|----|--|
- 8. If a system for COLLECTING LEACHATE is present, does the closure plan:
- | | | | |
|--|-----|----|-----|
| a. describe leachate removal, treatment, and disposal during closure? | YES | NO | N/A |
| b. identify the approximate volume of leachate collected? | YES | NO | N/A |
| c. provide for maintenance of the leachate collection system during closure? | YES | NO | N/A |
- 9. If a GAS COLLECTION SYSTEM is required during operation, does the closure plan:
- | | | | |
|---|-----|----|-----|
| a. describe procedures for collecting gas during closure? | YES | NO | N/A |
| b. describe monitoring samples and analysis during closure? | YES | NO | N/A |
| c. maintenance of gas collection system during closure? | YES | NO | N/A |
- 10. If SECURITY (i.e., fencing) is required, does the closure plan:
- | | | | |
|--|-----|----|-----|
| a. describe the maintenance of security equipment during the closure period? | YES | NO | N/A |
| b. describe the installation of appropriate equipment at closure? | YES | NO | N/A |
| c. state the dimensions of the fence and the area to be enclosed? | YES | NO | N/A |

VII. FINAL CLOSURE: SCHEDULE

- ★ 1. Does the plan identify the YEAR when final closure is expected to occur?
(40 CFR 265.112(a)(4))
- YES NO
- What is the expected year of closure?
-
- ★ 2. Is there a SCHEDULE for final closure activities? (40 CFR 265.112(a)(4))
- YES NO
- IF "NO" SKIP TO COMMENTS SECTION.
3. Does the SCHEDULE for final closure include:
- ★ a. date closure is expected to begin?
(40 CFR 265.112(a)(1))
- YES NO
- ★ b. total time required to close?
(40 CFR 265.112(a)(4))
- YES NO
- ★ c. the time for intervening closure activities? (40 CFR 265.112(a)(4))
- YES NO
- d. time required for key steps:
- ★ i. waste inventory treatment?
(40 CFR 265.112(a)(4))
- YES NO N/A
- ★ ii. waste inventory disposal?
(40 CFR 265.112(a)(4))
- YES NO N/A
- iii. removal of waste inventory and residues?
- YES NO N/A
- iv. decontamination of facility equipment and structures?
- YES NO N/A
- v. install containment and diversion structures?
- YES NO N/A
- ★ vi. placement of final cover?
(40 CFR 265.112(a)(4))
- YES NO N/A
- vii. planting vegetation?
- YES NO N/A
- viii. closure certification?
- YES NO
- ix. other (specify: _____)
- YES NO
4. Does the SCHEDULE for final closure:
- ★ a. encompass more than 90 days for treatment, removal, or disposal of hazardous wastes after receipt of final volume of wastes?
(40 CFR 265.113(a))
- YES NO
- NOT STATED

- ★ b. encompass more than 180 days for
completion of closure plan activities
after receipt of final volume of wastes?
(40 CFR 265.113(b))

YES NO

NOT STATED.

VIII. COMMENTS

DISPENSING HOUSE FOR PAINTS & INK

CLOSURE PLAN (1/4 PAGE) STATED 30 DRUM-55 gal.

CLOSURE COST 3500 - SHIPPED AT INTERVALS

BY EPA TRANSPORTER.



DANIEL PRODUCTS COMPANY

an affiliate of the SYNRES group of companies

400 Claremont Avenue, Jersey City, New Jersey 07304



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PAD

14 February 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Conrad Simon, Director
Air & Waste Management Division
United States Environmental Protection
Agency
Region 11
26 Federal Plaza
New York, N. Y. 10278

Re: Request for Information
EPA ID. No. NJD001340686

Dear Mr. Simon:

In accordance with your letter of 5 February 1985, enclosed please find our Closure/Post Closure Plan and "Certification of Answers to Request for Information", duly notarized.

Very truly yours,

Klaus Meinssen

Klaus Meinssen
Vice President, Administration

KM:ab
attachments

NEW YORK, N.Y.
REGION 11
U.S. ENVIRONMENTAL
PROTECTION AGENCY
FEB 20 3 44 PM '85
AIR & WASTE MANAGEMENT
DIVISION

CERTIFICATION OF ANSWERS TO
REQUEST FOR INFORMATION

RECEIVED

FEB 14 1985

PER _____

STATE OF _____)
COUNTY OF HUDSON) ss.:

I certify that the foregoing answers to the EPA Request for Information are true, complete, and accurate to the best of my knowledge and belief and that any documents submitted herewith are complete and authentic to the best of my knowledge and belief.

Klaus Meinssen
PRINTED NAME OF PERSON SIGNING

Vice President, Administration
TITLE

Klaus Meinssen
SIGNATURE OF PERSON SIGNING

Sworn to before me this 14th day
of February , 1985 .

LILLIAN KRYCZKOWSKI
Notary Public of New Jersey
My Commission Expires Dec. 5, 1988

Lillian Kryczkowski
NOTARY PUBLIC

Daniel Products Company
400 Claremont Avenue
Jersey City, N. J. 07304

CLOSURE/POST CLOSURE PLAN,

to comply with U. S. EPA Code CFR, Title 40, Part 265, Sub 112, 118 and 142

EPA Identification Number: NYD 001340686

The purpose of the Hazardous Waste Storage area is for temporary storage only of hazardous waste as generated. All generated hazardous waste will be declared as such and stored only in D.O.T. approved 55-gallon steel drums. The maximum number of drums of declared hazardous waste shall not exceed thirty.

All hazardous waste will be shipped, at intervals, to EPA licensed disposal facilities, using EPA licensed transporters. It is anticipated that no hazardous waste will be at this facility at closure; therefore there will be no procedure for post closure or any associated cost.

Jersey City, N. J.

Dated: June 3, 1982

Signed: _____

Klaus Meinssen
Klaus Meinssen, V.P., Administration

SYNRES CHEMICAL CORPORATION, DANIEL PRODUCTS COMPANY DIVISION
RESOURCE CONSERVATION AND RECOVERY ACT TRUST

Trust Agreement, the "Agreement," entered into as of this 20th day of October, 1983, by and between Synres Chemical Corporation, Daniel Products Company Division, a New Jersey corporation, the "Grantor," and The FIRST JERSEY NATIONAL BANK, a national bank, the "Trustee."

Whereas, the New Jersey Department of Environmental Protection, "NJDEP," an agency of the New Jersey state Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of this Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates.

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of NJDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by NJDEP.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the DEP Commissioner shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the DEP Commissioner from the Fund for closure and post-closure expenditures in such amounts as the DEP Commissioner shall direct in writing. In addition, the Trustee

shall refund to the Grantor such amounts as the DEP Commissioner specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the

application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate DEP Commissioner a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the DEP Commissioner shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. This successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the DEP Commissioner, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully

protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the DEP Commissioner to the Trustee shall be in writing, signed by the DEP Commissioner, or his designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or NJDEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or NJDEP, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the DEP Commissioner by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the DEP Commissioner, or by the Trustee and the DEP Commissioner if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue

until terminated at the written agreement of the Grantor, the Trustee, and the DEP Commissioner or by the Trustee and the DEP Commissioner, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the DEP Commissioner issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey.

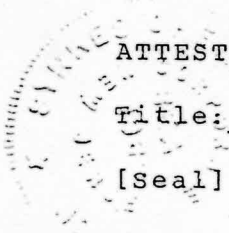
Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of

the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in N.J.A.C. §§7:26-1 et seq. as such regulations were constituted on the date first above written.

GRANTOR:

SYNRES CHEMICAL CORPORATION,
DANIEL PRODUCTS COMPANY DIVISION

ATTEST: 

Title: Secretary


[Seal]

By: Richard J. Limico

Title: V.P.

TRUSTEE:

THE FIRST JERSEY NATIONAL BANK

ATTEST: 

Title: ASSISTANT SECRETARY

[Seal]

By: David P. Taitell

Title: TRUST OFFICER

State of New Jersey

County of Hudson

On this 19th day of Oct., 1983, before me personally came R. Himics to me known, who, being by me duly sworn, did depose and say that he resides at 4 Welsh Drive
Florham Park, N. J.,
that he is VICE - PRESIDENT of Synres Chemical Corporation, Daniel Products Company Division, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Lillian Kryczkowski
Notary Public
LILLIAN KRYCZKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 1983
My commission expires: 11/21/83

Schedule A

Identification of Waste Management Facilities

Synres Chemical Corporation
Daniel Products Company Division
400 Claremont Avenue
Hudson County
Jersey City, New Jersey

EPA Identification Number: NJD001340686

Plant Production Facilities

Closure/Post
Closure Cost

Materials

\$1,000/\$0

Labor

2,000/\$0

\$3,000/\$0

Contingency

500

TOTAL COST

\$3,500/\$0

P.E.
Certified

Schedule B

Property to Fund Synres Chemical
Corporation, Daniel Products Company Division,
Resource Conservation and Recovery Act Trust

Under the Synres Chemical Corporation, Daniel Products Company Division Resource Conservation and Recovery Act Trust, no property will be deposited to the trust fund without instructions from the Commissioner of the New Jersey Department of Environmental Protection as provided for in the Letter of Credit No. 17698 of The First Jersey National Bank dated Oct 20, 1983, 1983.

Exhibit A

Synres Chemical Corporation
Daniel Products Company Division
400 Claremont Avenue
Hudson County
Jersey City, New Jersey

EPA Identification Number: NJD001340686

Authorized Agents of Grantor

Mr. Klaus Meinssen, Vice President
Daniel Products Company
400 Claremont Avenue
Jersey City, NJ 07304

Mr. Dennis Keleman, Assistant Plant Manager
Daniel Products Company
400 Claremont Avenue
Jersey City, NJ 07304

IRREVOCABLE LETTER OF CREDIT

THE FIRST JERSEY NATIONAL BANK

ONE EXCHANGE PLACE
JERSEY CITY, N. J. 07302

Date: October 20, 1983

Credit No. 17698

Commissioner
State of New Jersey
Department of Environmental Protection
Division of Waste Management
32 E. Hanover Street CN 028
Trenton, New Jersey 08625

Re: Standby Letter of Credit No. 17698 to Fund
Synres Chemical Corporation,
Daniel Products Company Division,
Resource Conservation and Recovery
Act Trust

Dear Sir:

We hereby establish our irrevocable Standby Letter of Credit No. 17698 in your favor, at the request and for the account of Synres Chemical Corporation, Daniel Products Company Division, 400 Claremont Avenue, Jersey City, New Jersey, up to the aggregate amount of Three Thousand Five Hundred U.S. Dollars (\$3,500.00), available upon presentation of:

- (1) Your sight draft, bearing reference to this letter of credit No. 17698 and
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended."

This letter of credit is effective as of October 20, 1983, and shall expire on July 1, 1984, but such expiration date shall be automatically extended for a period of one year on July 1, 1984, and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Synres Chemical Corporation, Daniel Products Company Division, by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Synres Chemical Corporation, Daniel Products Company Division, as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Synres Chemical Corporation, Daniel Products Company Division, in accordance with your instructions.

continued on page 2

Manuel J. Serrano

THE FIRST JERSEY NATIONAL BANK

ONE EXCHANGE PLACE
JERSEY CITY, N. J. 07302

page 2

Date: October 20, 1983

Credit No. 17696

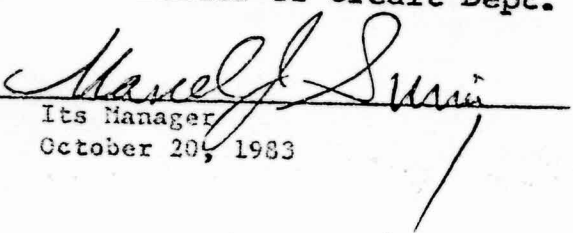
Commissioner
State of New Jersey
Department of Environmental Protection
Division of Waste Management
32 E. Hanover Street CN 028
Trenton, New Jersey 08625

We certify that the wording of this letter of credit is identical to the wording specified in N.J.A.C. 7:26-1 et seq. as such regulations were constituted on the date shown immediately below.

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits (1974 Revision) International Chamber of Commerce Publication No. 290.

Signed: THE FIRST JERSEY NATIONAL BANK
International Division
Letter of Credit Dept.

By:


Its Manager

October 20, 1983

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHANo. 19 To Policy No. UB 294-51-51Effective Date July 1, 1983Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL☐ RETURN PREMIUM \$ IncludedHAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT EPA ID NO. NJB 001340686, DANIELS PRODUCTS COMPANY, 400 CLARIMONT, AVENUE, JERSEY CITY, N.J. 07047, FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE \$5,000,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURED IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26:9.13.

(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY 

Authorized Representative

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 19 (Cont'd.) To Policy No. UB 294-51-51

Effective Date July 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL☐ RETURN PREMIUM \$ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. UB 294-51-51, ISSUED BY PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA, HEREIN CALLED THE INSURED, C/O GLOBAL SURPLUS INSURANCE SERVICES, INC., 100 SOUTH WACKER DRIVE, SUITE 1110, CHICAGO, ILLINOIS 60606, TO COLUMBIA NITROGEN CORPORATION, ETAL, OF, P.O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 7TH DAY OF OCTOBER, 1983. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF JULY, 1983.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

KEN ARNESON


RESIDENT VICE PRESIDENT

GLOBAL SURPLUS INSURANCE SERVICES, INC.
100 SOUTH WACKER DRIVE, SUITE 1110
CHICAGO, ILLINOIS 60606

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY 

Authorized Representative

ORIGINAL COPY

THE FIRST JERSEY NATIONAL BANK

ONE EXCHANGE PLACE
JERSEY CITY, N. J. 07302

page 2

Date: October 20, 1983

Credit No. 17698

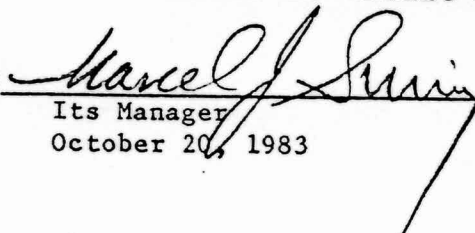
Commissioner
State of New Jersey
Department of Environmental Protection
Division of Waste Management
32 E. Hanover Street CN 028
Trenton, New Jersey 08625

We certify that the wording of this letter of credit is identical to the wording specified in N.J.A.C. 7:26-1 et seq. as such regulations were constituted on the date shown immediately below.

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits (1974 Revision) International Chamber of Commerce Publication No. 290.

Signed: THE FIRST JERSEY NATIONAL BANK
International Division
Letter of Credit Dept.

By:


Its Manager

October 20, 1983

ENDORSEMENT

To Policy No.: GL 147 1535

Effective Date: April 1, 1984

Named Insured: Columbia Nitrogen Corporation, Etal

☐ ADDITIONAL

☐ RETURN PREMIUM: \$ Included

HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT EPA ID NO. NJD001340686, DANIEL PRODUCTS COMPANY, 400 CLAREMONT AVENUE, JERSEY CITY, NJ 07304, FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE \$500,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURED IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26-9.13.

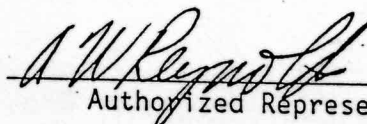
(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HOME INSURANCE COMPANY

BY


Authorized Representative

ENDORSEMENT

To Policy No.: GL 147 135

Effective Date: April 1, 1984

Named Insured: Columbia Nitrogen Corporation, Etal

☐ ADDITIONAL

☐ RETURN PREMIUM: \$ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. GL 147 1535, ISSUED BY HOME INSURANCE COMPANY, 180 INTERSTATE NORTH, SUITE 300, ATLANTA, GA 30339, HEREIN CALLED THE INSURER, TO COLUMBIA NITROGEN CORPORATION, ETAL, OF, P. O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 1ST DAY OF APRIL, 1984. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF APRIL, 1984.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

HOME INSURANCE COMPANY

BY

Anthony W Reynolds

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HOME INSURANCE COMPANY

BY

Anthony W Reynolds
Authorized Representative

ENDORSEMENT

To Policy No.: XBC-154369

Effective Date: April 1, 1984

Named Insured: Columbia Nitrogen Corporation, Etal

☐ ADDITIONAL

☐ RETURN PREMIUM: \$ Included

HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT EPA ID NO. NJD001340686, DANIEL PRODUCTS COMPANY, 400 CLAREMONT AVENUE, JERSEY CITY, NJ 07304, FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE \$4,500,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURED IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26-9.13.

(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

INSURANCE COMPANY OF NORTH AMERICA

BY


Authorized Representative

ENDORSEMENT

To Policy No.: XBC-154369

Effective Date: April 1, 1984

Named Insured: Columbia Nitrogen Corporation, Etal

☐ ADDITIONAL

☐ RETURN PREMIUM: \$ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. XBC-154369, ISSUED BY INSURANCE COMPANY OF NORTH AMERICA, 900 NORTH OMNI INTERNATIONAL BUILDING, ATLANTA, GA 30348, HEREIN CALLED THE INSURER, TO COLUMBIA NITROGEN CORPORATION, ETAL, OF, P. O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 1ST DAY OF APRIL, 1984. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF APRIL, 1984.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

INSURANCE COMPANY OF NORTH AMERICA

BY

Anthony R. Reynolds

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

INSURANCE COMPANY OF NORTH AMERICA

BY

Anthony R. Reynolds
Authorized Representative

DANIEL PRODUCTS COMPANY



Division of SYNRES CHEMICAL CORP.

400 Claremont Avenue, Jersey City, New Jersey 07304

April 17, 1985

U. S. Environmental Protection Agency
Air & Waste Management Division
Region II, 26 Federal Plaza
New York, New York 10278

RE: EPA NO. NJD001340686
Amendment to Closure Plan to meet
N.J.A.C. 7:26-9.8

Dear Sir:

Daniel Products Company operates a specialty chemicals compounding and manufacturing plant. As such, it produces colorants and additives for the paint, ink and related industries. The manufacturing of products consists of compounding of existing, readily available chemicals such as solvents, water, resins, pigments, wax powders, wetting agents, etc., by a variety of methods, usually blending in open vessels using mixers and grinding in pebble mills, or similar grinding equipment. Batch sizes range from 100 to 600 gallons. Liquid raw materials are generally added by pumping from storage tanks, solid materials are added by hand dumping. Finished materials are filled into steel pails or drums.

All products are manufactured by a batch process. At the end of a process, the equipment is usually washed and wash materials stored for future reuse. Following an equipment washing, a final rinse is taken, usually with solvents, some of which are hazardous (flammable) or water. These rinses are used over and over again for the same or different types of equipment, until they become too contaminated and are then no longer effective. At this point, rinses are combined, if necessary decanted, analyzed, filled into steel drums, declared as hazardous waste and stored.

In addition to wastes generated from equipment rinses, other minor amounts of waste are generated. A summary of all wastes generated are as follows:

- a) Rinses from production equipment (D001), as described above, amounting to approximately 1 x 55 gallon drum per week.
- b) Pigment dust from a pollution control equipment (D008), amounting to approximately 1 x 55 gallon drum every three months.

- c) Periodic cleaning of in-ground oil and sludge separators to remove floor washing debris (D008), amounting to 2 x 55 gallon drum every three months.
- d) Disposal of a spent industrial detergent solution used for automatic cleaning of portable tanks (D001), amounting to 1 x 55 gallon drum per month.

All liquid wastes are stored in DOT approved 55 gallon steel drums. They consist of hazardous or non-hazardous, flammable, combustible or aqueous solvents and contain contaminants such as pigments and resins. Semi-liquid wastes (pastes) are solidified first before being filled and stored in DOT approved 55 gallon steel drums. Generated waste is properly labeled and marked, then stored and kept under supervision in an enclosed, fully sprinklerized finished goods warehouse, which is used for storing of finished materials. Waste drums are stored four drums per pallet, pallets are in turn, stored on heavy steel racks, four tiers high with sprinklers between tiers. Vapor detectors throughout will sound an alarm in case of leakage or spillage of hazardous liquids. Once a sufficient number of drums of hazardous waste have accumulated, usually 30, an EPA certified waste hauler is called in and the accumulated hazardous waste drums are shipped to EPA licensed disposal sites, using appropriate manifests and other documents. Daniel Products Company, itself, does not dispose of hazardous waste.

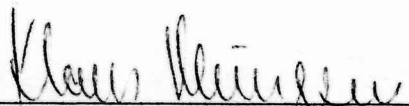
Daniel Products Company has been a manufacturer of chemical specialties since 1957, has been profitable since then and expects to continue to grow and remain profitable for the near and intermediate future. No facility closure is therefore anticipated. Nevertheless, should - - because of unforeseen reason - - Daniel Products Company cease to be a manufacturer, final removal of hazardous wastes will be done in the same manner as is currently practiced, meaning, that drums containing such wastes will be shipped to an EPA licensed disposal site by means of an EPA licensed waste hauler.

We estimate that the maximum inventory of waste, in storage at any given time, will not exceed 30 x 55 gallon drums. Aside from this, no other hazardous waste is currently being or is expected to be stored at the Daniel Products Company facility. Further, this facility has not received and is not expected to receive, hazardous waste from sources other than its own manufacturing operations. In the event that a facility closure must take place, it is estimated that it will take no longer than two months from the date of closure to remove all 55 gallon drums of hazardous waste from the Daniel Products Company's facility.

Daniel Products Company does not generate nor store hazardous contaminated waste water or other hazardous waste, except as described above. Further, to the best of its knowledge, Daniel Products Company does not have on its premises any contaminated soil, inasmuch, as its entire facility including its yards are covered by either concrete or asphalt. Accidental spillage can, therefore, be easily and readily contained, absorbed and disposed of.

In the event that Daniel Products Company's method of generating, handling, storing, supervising or disposing of its generated waste will change, a Closure Plan Amendment will be submitted.

BY:



KLAUS MEINSEN, Vice President
DANIEL PRODUCTS COMPANY

KM/ml1

DISPERSIONS & SPECIALTY . DIVISIONS

DANIEL PRODUCTS COMPANY



Division of SYNRES CHEMICAL CORP.

400 Claremont Avenue, Jersey City, New Jersey 07304

April 18, 1985

U. S. Environmental Protection Agency
Air & Waste Management Division
Region II, 26 Federal Plaza
New York, New York 10278

RE: EPA No. NJD001340686
Amendment to Estimate of Cost of
Closing a Facility
N.J.A.C. 7:26-9.10

Dear Sir:

Daniel Products Company herewith resubmits an Estimate of the Costs of Closing its facility, should such closure become necessary. Details of the facility's operation are described in the closure plan per N.J.A.C. 7:26-9.8, resubmitted this date.

Daniel Products Company generates approximately 6 x 55 gallon steel drums per month of hazardous liquid and solid waste, which it stores indoors, on steel racks, under controlled conditions until a sufficient number, usually 30, have accumulated to warrant pick-up by an EPA certified hauler for final disposal at EPA approved disposal sites.

The cost for such disposal, at 1984 rates, averaged \$50.00 per 55 gallon drum. The total cost for the removal of this waste, in case of this facility's closure, should therefore not exceed \$1,500.00. Copies of 1984 invoices, which would verify this estimate, are attached.

Since there are no other wastes or contaminants at this facility, as explained in the closure plan, no other removal costs will be incurred.

No auxiliary equipment, other than that already on the premises, is needed to facilitate a closure. No equipment costs will therefore be incurred.

The only contractor involved in a closure would be that of the waste hauler, whose cost is included in the drum removal unit price. The cost for a professional engineer certification, should one be needed, and administrative costs - combined - are estimated at \$1,500.00.

BY: 

KLAUS MEINSEN, Vice President
DANIEL PRODUCTS COMPANY

KM/ml1, Encls.

8434

TERMS
NET 30 DAYS

SHIPPED FROM
NEWARK

SHIPPED VIA
ASHLAND

FOB

DESTINATION

DATE SHIPPED
04-25-84

INVOICE DATE

04-25-84

~~GARNO~~

SALESMAN

012

ID NO.

OUR ORDER NO.

32313

५५३

ORIGINAL INVOICE

THIS SALE IS SUBJECT TO
THE "TERMS AND CONDITIONS"
SHOWN ON THE REVERSE
SIDE HEREOF

**PLEASE REFER
TO THIS NUMBER
ON ALL
CORRESPONDENCE**

• BILLING UNITS: P = POUNDS H = CWT
G = GALLONS T = TONS
K = KILOGRAMS E = EACH

ENVIRONMENTAL
OK 5/14/84
OK TO PAY
OK 5/14/84

PAID
1183
MAY 23 1984
\$2928.00

ASTH ABILE CHEMICAL COMPANY
A DIVISION OF ALCOHOL AND OIL, INC.

RECEIVED

APR 30 1984

PER

2,728.00

INVOICE NUMBER

050 661294

CUSTOMER NUMBER

53

040

238600

32313

**PLEASE RETURN
REMITTANCE ADVICE
WITH YOUR PAYMENT**

PAYMENTS NOT MADE WITHIN THE TERMS AND CONDITIONS
INDICATED ARE SUBJECT TO DELINQUENCY CHARGE BY
SELLER.

CONSIGNEE
SAME

8-1211

DANIEL PRODUCTS
400 CLAREMONT AVE
JERSEY CITY

NJ 07304

REMIT
TO:

ASHLAND CHEMICAL COMPANY
P.O. BOX 93263
CHICAGO, ILLINOIS 60673

CUSTOMER ORDER NUMBER

NONE

F.O.B.

TERMS

NET 30 DAYS

SHIPPED FROM

NEWARK

SHIPPED VIA

ASHLAND

DESTINATION

DATE SHIPPED

05-24-84

INVOICE DATE

05-24-84

CAR NO.

SALESMAN

012

ID NO.

OUR ORDER NO.

33139

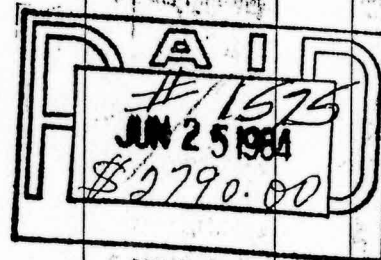
229

ORIGINAL INVOICE

THIS SALE IS SUBJECT TO
THE "TERMS AND CONDITIONS"
SHOWN ON THE REVERSE
SIDE HEREOF

PLEASE REFER
TO THIS NUMBER
ON ALL
CORRESPONDENCE

DESCRIPTION	QUANTITY ORDERED	CONT.	TEMP.	NET QUANTITY	UNIT PRICE	AMOUNT
WASTE SOLVENT				55.00	43.00000	2,365.00
WASTE SOLVENT				2.00	75.00000	150.00
40-ASH-229						
40-ASH-226						



RECEIVED

JUN - 1 1984

PER

* BILLING UNITS: P= POUNDS H= CWT
G= GALLONS T= TONS
K= KILOGRAMS E= EACH

2,790.00

INVOICE NUMBER

050 715444

CUSTOMER NUMBER

50 040 238600

33139

PLEASE RETURN
REMITTANCE ADVICE
WITH YOUR PAYMENT

PAYMENTS NOT MADE WITHIN THE TERMS AND COND
INDICATED ARE SUBJECT TO DELINQUENCY CHAR
SELLER.

CONSIGNEE

SAME

DANIEL PRODUCTS
400 CLAREMONT AVE
JERSEY CITY

NJ 07304

REMIT
TO:

ASHLAND CHEMICAL COMPAN
P.O. BOX 53263
CHICAGO, ILLINOIS 606

CUSTOMER ORDER NUMBER

9411

TERMS

NET 30 DAYS

SHIPPED FROM

NEWARK

SHIPPED VIA

ASHLAND

F.O.B.

DESTINATION

DATE SHIPPED

09-20-84

INVOICE DATE

09-21-84

CAR NO.

SALESMAN

041

ID NO.

OUR ORDER NO.

35941

229

ORIGINAL INVOICE

THIS SALE IS SUBJECT TO
THE "TERMS AND CONDITIONS"
SHOWN ON THE REVERSE
SIDE HEREOF

PLEASE REFER
TO THIS NUMBER
ON ALL
CORRESPONDENCE

BILLING UNITS: P= POUNDS H= CWT
G= GALLONS T= TONS
K= KILOGRAMS E= EACH

CUSTOMER NUMBER

INVOICE NUMBER

050 927000

50

040

238500

35941

PLEASE RETURN
REMITTANCE ADVICE
WITH YOUR PAYMENT

PAYMENTS NOT MADE WITHIN THE TERMS AND CONDITIONS
INDICATED ARE SUBJECT TO LATE PAYMENT CHARGE BY SELLER.

CONSIGNEE
SAME

DANIEL PRODUCTS
400 CLAREMONT AVE
JERSEY CITY

NJ 07304

REMIT
TO:

ASHLAND CHEMICAL COMPANY
PO BOX 93263
CHICAGO, IL 60673

WASTE SOLVENT
WASTE SOLVENT
SAMPLE NO.
SAMPLE NO.
40-ASH-0224
40-ASH-0224

DESCRIPTION

QUANTITY ORDERED

CONT.

TEMP.

NET QUANTITY

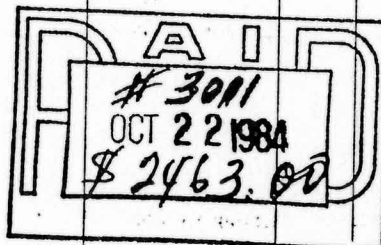
UNIT PRICE

AMOUNT

13.00
31.00

75.00000
48.00000

975.00
1,463.00



SEP 27 1984

ENVIRONMENTAL

OK TO PAY
10/1/84

R-1243

2,463.00

IMPORTANT

CUSTOMER ORDER NUMBER

3257

F.O.B.

TERMS

NET 30 DAYS

SHIPPED FROM

NEWARK

SHIPPED VIA

ASHLAND

DESTINATION

DATE SHIPPED

07-08-84

INVOICE DATE

07-08-84

CAR NO.

SALESMAN

012

ID NO.

OUR ORDER NO.

34113

229

ORIGINAL INVOICE

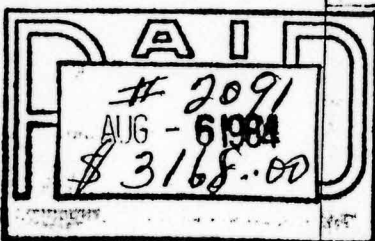
THIS SALE IS SUBJECT TO
THE "TERMS AND CONDITIONS"
SHOWN ON THE REVERSE
SIDE HEREOF

PLEASE REFER
TO THIS NUMBER
ON ALL
CORRESPONDENCE

BILLING UNITS: P=POUNDS H=CWT
G=GALLONS T=TONS
K=KILOGRAMS E=EACH

ASHLAND CHEMICAL COMPANY
A DIVISION OF ASHLAND OIL INC

ENVIRONMENTAL
OK TO PAY
OK 7/19/84



QUANTITY ORDERED

CONT.

TEMP.

NET QUANTITY

UNIT PRICE

AMOUNT

66.00

48.00000

3,168.00

JUL 16 1984

3,168.00

INVOICE NUMBER

050 792528

CUSTOMER NUMBER

50

040

234600

34113

PLEASE RETURN
REMITTANCE ADVICE
WITH YOUR PAYMENT

PAYMENTS NOT MADE WITHIN THE TERMS AND CONDITIONS
INDICATED ARE SUBJECT TO DELINQUENCY CHARGE BY
SELLER.

CONSIGNEE
SAME

DANIEL PRODUCTS
400 CLAREMONT AVE
JERSEY CITY

NJ 07304

REMIT
TO:

ASHLAND CHEMICAL COMPANY
P.O. BOX 73263
CHICAGO, ILLINOIS 60673

IMPORTANT

**DANIEL PRODUCTS COMPANY***an affiliate of the SYNRES group of companies*

400 Claremont Avenue, Jersey City, New Jersey 07304

13 May 1985

U. S. Environmental Protection Agency
Air & Waste Management Division
Region II, 26 Federal Plaza
New York, N. Y. 10278

Re: EPA NO. NJD001340686
Addendum to Amendment to Closure Plan
to meet N.J.A.C. 7:26-9.8

Dear Sir:

To follow-up on a telephone conversation the writer had with your Ms. Kathleen Chojnowski on 24 April 1985, and our Mr. Dennis Kelemen had with your Mr. Thomas Salecki on 7 May 1985, we are submitting herewith, additional information needed to fulfill the requirements of N.J.A.C. 7:26-9.8:

- (a) The hazardous waste storage area in our finished goods warehouse (referred to in paragraph 3, page 2, our letter 17 April 1985) is 220 square feet.
- (b) A site plan of our entire factory premises, which will indicate the location of the hazardous waste storage area, within the factory confines.
- (c) A drawing of the sprinkler layout in our finished goods warehouse which also covers the hazardous waste storage area reserved therein.
- (d) A drawing of our finished goods warehouse, showing its drainage system, including the system's chemical separator.
- (e) A drawing of our finished goods warehouse showing the storage rack layout for the entire warehouse, including the storage racks set aside for storage of hazardous waste. Shown too, are floor drains and retainments curbing.
- (f) A drawing of our finished goods warehouse, showing the building's ventilation system and location of vapor detectors.
- (g) In regards to EPA's specific question as to the anticipated or expected year of closure -- the best we can estimate is that it will be in excess of 50 years (December 31, 2035).

Very truly yours,

Klaus Meinssen

Vice President, Administration

KM:ab
attachments

13 May 1985

U.S. Departmental Protection Agency
New York, N. Y. 10278

Re: EPA NO. NJD001340686
Addendum to Amendment to Closure Plan
to meet N.J.A.C. 7:26-9.8

CC: ~~Regional Hearing Clerk~~
Air & Waste Management Division
Environmental Protection Agency
Region II, 26 Federal Plaza
New York, N. Y. 10278

Mr. Gerard Burke
Office of Regulatory Services
N.J. Department of Environmental Protection
Trenton, New Jersey 08628



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF HAZARDOUS WASTE MANAGEMENT

John J. Trela, Ph.D., Acting Director

401 East State St.

CN 028

Trenton, N.J. 08625

609 - 633 - 1408

AUG 10 1987

Mr. Klaus Meinssen
Vice President
Daniel Products Company
Division of Synres Chemical Corp.
400 Claremont Avenue
Jersey City, NJ 07304

Dear Mr. Meinssen:

RE: Closure Plan Review for Daniel Products Company, Jersey City,
Hudson County, EPA ID NO. NJD 001 340 686

This is in response to Daniel Products Company's (the facility) submittal dated May 5, 1987. This submittal included the facility's formal request for delisting to generator status and a closure plan.

According to the Bureau of Hazardous Waste Engineering's (the Bureau) records, Daniel Products Company filed a Part A permit application on November 17, 1980. The hazardous waste types listed in the Part A are K078, D001, F003, U031, U239, K079, D008, K081, K082 and D008. Hazardous waste is stored in containers (S01) with a process design capacity of 1,100 gallons.

As a result of the review of the facility's submittal dated May 5, 1987 and the site visit by the Bureau's engineers on June 18, 1987, the Bureau requests that the facility submit the following:

- a) A revised closure plan for the hazardous waste container storage area in accordance to N.J.A.C. 7:26-9.8. The following items must be added to the closure plan which was submitted on May 5, 1987;
 - 1) Decontamination procedures for the hazardous waste container storage area;
 - 2) The method or test to be used to verify appropriate decontamination;

Please note that all of the above items must be added to the closure plan submitted on May 5, 1987 and should be submitted in the form of revised closure plan.

AUG 10 1987

Mr. Klaus Meinssen

2

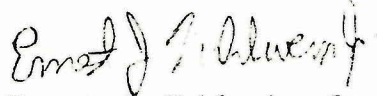
- b) Preparedness and prevention, contingency plans and emergency procedures and personnel training: According to N.J.A.C. 7:26-9.6 preparedness and prevention, N.J.A.C. 7:26-9.7 contingency plan and emergency procedures and N.J.A.C. 7:26-9.4(g) personnel training documentation must be submitted along with the revised closure plan.
- c) Copy of the contract or agreement between the facility and the emergency response contractor should be submitted.
- d) Documentation showing the records of fire department inspections or their comments on the facility's emergency procedures should also be submitted.

Please note that the facility should implement the closure plans only after the approval is granted by the Bureau.

Please submit the aforementioned items within 30 days from the date of this letter.

If you have any questions regarding this, please call Paul Mander of my staff at (609) 292-9880.

Very truly yours,



Ernest J. Kuhlwein, Jr.

Acting Chief

Bureau of Hazardous Waste Engineering

EP43/slw

cc: Barry Tornick, USEPA



NJD001340686

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF HAZARDOUS WASTE MANAGEMENT

John J. Trela, Ph.D., Acting Director
401 East State St.
CN 028
Trenton, N.J. 08625
609 - 633 - 1408

JUN 24 1987

Jersey Journal
30 Journal Square
Jersey City, NJ 07306

Dear Sir/Madam:

Please publish the enclosed notice as a legal advertisement one (1) time only in your earliest available issue. The "Date" to be inserted in the PUBLIC NOTICE should correspond to the date of its publication.

This is a legal notice; please do not typeset it as a display ad. Instead, set it solid in one-column width using type sizes prescribed by statute.

I am enclosing a State invoice (Form 100) for your convenience in billing us promptly. Be sure the "payee declaration" is signed, and a copy of the printed notice attached to both the original and the first "duplicate" page of the Form 100. The copies must show date of publication.

Send the completed form to my attention at the letterhead address. Thank you.

Very truly yours,

Ernest J. Kuhlwein, Jr., Acting Chief
Bureau of Hazardous Waste Engineering

EP43/lwg
Enclosures
cc: Barry Tornick

(1) TRANSACTION CODE		S/C		BATCH	
47	0				

AGENCY P

(9) ACCOUNT NUMBER		
ORGANIZATION	FUND	PROGRAM
4910	100	230000

VENDOR N

(17) NAME, STREET, CITY, STATE

Jersey Journal
30 Journal Square
Jersey City, NJ 07310

Following is completed:

- Item D - Page 2 - Checked in Red
Please sign and date.
- Item F - Page 2 - Checked in Red
Please fill in your 9-digit
Federal Employee Social Security
number or IRS number.

Please return invoice and your bill to
the address indicated in the "BILL TO"
portion of the State of New Jersey invoice.

(6) DOC TYP	(7) DOCUMENT NUMBER	(8) REJECT INDICATOR
I		
BLANK = NO CHANGE 1 = NEW VENDOR 2 = ADDRESS CHANGE 3 = LOCATION CODE 4 = NEW VENDOR AND LOCATION 5 = VENDOR NO. CORRECTION		
(14) AGENCY P.O. NUMBER	(15) OBLIGATION NUMBER	(16)
85127	A31071	
AND PHONE NO.)		
3340		
INT, INDICATE DATE QUOTATION RECEIVED		

BILL TO: ENTER COMPLETE NAME AND ADDRESS

FOLD MARK Ernest J. Kuhlwein, Jr., Acting Chief
NJDEP, DHWM, BHWE
401 E. State St., 5th Fl.
~~XXXXX~~Trenton, NJ 08625

SHIP TO:

(18) COMMODITY CODE	VENDOR INVOICE NUMBER	(19) VENDOR IDENTIFICATION NUMBER	(20) CONTRACT NUMBER
79403			

INSTRUCTIONS TO VENDOR: (1) YOU MUST USE THE ATTACHED STATE INVOICE FORM (ORIGINAL AND DUPLICATES) FOR BILLING PURPOSES. (2) IF THIS IS A PARTIAL BILLING, YOU MUST SUBMIT BALANCES ON SEPARATE STATE INVOICE FORMS. (3) ENCLOSE PACKING SLIP WITH SHIPMENTS. (4) SHOW OBLIGATION NUMBER AND ACCOUNT NUMBER ON ALL BILLS OF LADING, INVOICES, AND CORRESPONDENCE. (5) ADDRESS ALL CORRESPONDENCE TO THE STATE AGENCY INDICATED ABOVE.

CASH DISCOUNT

ITEM NO.	QUANTITY	UNIT	DELIVER THE FOLLOWING ITEMS F.O.B. DESTINATION DESCRIPTION	UNIT PRICE	AMOUNT
1.	1	ea	LEGAL ADVERTISEMENT Daniel Products Company Division of Synres Chemical Corp. 400 Claremont Avenue Jersey City, Hudson County		

AGENCY APPROVAL: Signature affixed to this purchase order serves as certification: 1) that items purchased under DPA authorization are not currently available under the provisions of a current State contract or from the State distribution center; and 2) that funds required and authorized for this purpose are obligated and available. Unauthorized use subject to prosecution.

Robert C. Cezizoglu
(AUTHORIZED SIGNATURE)

(PRINTED OR TYPED NAME OF AUTHORIZING EMPLOYEE)

Sup. P.O.S.
(TITLE)

6/23/87
(DATE)

TOTAL OBLIGATION AMOUNT

TYPE OF PURCHASE AUTHORIZATION (Check one)

☐ ANNUAL CONTRACT AUTHORIZATION
☐ BLANKET ORDER
☐ DIRECT PURCHASE AUTHORIZATION
☐ SPECIAL PROCUREMENT AUTHORIZATION

This transaction is authorized by the Director of Purchase and Property in accordance with the provisions of Chap. 179 P.L. 1931 as amended. The issuing Agency's Approval Officer's signature guarantees all provisions governing the Authorization granted by the Director have been complied with. Type and number of authorization to be indicated in the space provided. Material delivered against this order is NOT subject to Federal Excise Taxes. N.J. Excise Tax Exemption Certificate No. 22-75-0050K Exemption Certificate will be submitted on request. N.J.S.A. 54:32 B-1 et seq. exempts all materials sold N.J. State Agencies from Sales or Use Taxes. Do not include them in your price. The parties to this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 et seq. dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

NJD 001 340 686

Let's protect our earth



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF HAZARDOUS WASTE MANAGEMENT

John J. Trela, Ph.D., Director
401 East State St.
CN 028
Trenton, N.J. 08625
609 - 633 - 1408

no perm. record

Barry Tornick
Hazardous Waste Facilities Branch
New Jersey Section
USEPA, Region II
New York, NY 10278

SEP 24 1987

Dear Mr. Tornick,

RE: Closure Plan for a Hazardous Waste Container Storage Area, Daniel Products Company, 400 Claremont Avenue, Jersey City,, NJ 07304
EPA ID No. NJD 001 340 686

Enclosed please find a copy of the revised closure plans for a hazardous waste container storage area at Daniel Products Company (the facility).

On May 5, 1987, the facility made a request for delisting from treatment, storage and disposal status to "generator only" status.

If you have any questions, please contact Paul Mander of my staff at (609) 292-9880.

Very truly yours,

Ernest J. Kuhlwein, Jr., Chief
Bureau of Hazardous Waste Engineering

EP43/ab1
Enclosures

Daniel Products Company

Revised Closure Plan For Hazardous Waste Storage Area

EPA NO. NJD001340686

This closure plan is intended to comply with the requirements of NJAC 7:26-9.8. This plan identifies all steps that will be necessary to close the hazardous waste storage facility at any point during its intended operating life. The plan also addresses the conditions and reasons under which closure will occur. Post closure is not addressed in this plan since such a program is not required under NJAC 7:26-9.9 for this facility.

Daniel Products will maintain a on-site copy of this closure plan, including all revisions, for at least 3 years after certification of closure completeness has been submitted to and accepted by the US Environmental Protection Agency and the New Jersey Department of Environmental Protection. Closure will not begin until after NJ DEP and the USEPA have been notified, and after permission to proceed with closure has been received.

Closure shall be triggered by one or more of the following events:

Cessation of manufacturing operations and liquidation of company

Moving of operations to another location

Change of status from a generator of hazardous waste

Change of storage operations from long-term (in excess of 90 days, for which a permit or interim status is required) to short-term (storage periods not to exceed 90 days, no permit or interim status required under current EPA or NJ DEP regulations)

Fire, explosion or other catastrophic event of such a nature that permanent closure of the facility and all operations is required.

In absence of one of the above, the hazardous waste storage facility shall remain open during the operating life of the business at this site. Currently this is estimated to be at least until the year 2035.

Closure Performance Standard

This closure plan is intended to ensure that the hazardous waste storage facilities will not require further maintenance and controls as a permitted or interim status facility. The plan is also intended to minimize or eliminate threats to human health and the environment, and to avoid escape of hazardous waste, hazardous waste constituents, leachate, contaminated rainfall, or waste decomposition products to the ground or surface waters to the ground or surface waters or to the atmosphere.

Closure Activities - Background Information

Daniel Products Company operates a specialty chemical compounding and manufacturing plant. As such, it produces colorants and additives for the paint, ink and related industries. The manufacturing of products consists of compounding of existing, readily available chemicals such as solvents, water, resins, pigments, wax powders, wetting agents, etc., by a variety of methods, usually blending in open vessels using mixers and grinding in pebble mills or similar grinding equipment. Batch sizes range from 100 to 600 gallons. Liquid raw materials are added by pumping from storage tanks; solid materials are added by hand dumping. Finished materials are filled into steel pails or drums.

All products are manufactured by a batch process. At the end of a process, the equipment is usually washed and wash materials are stored for future reuse as part of the blend of a new batch of the same product. Following an equipment washing, a final rinse is taken, usually with solvents, some of which are hazardous (flammable) or water. These rinses are used over and over again for the same or different types of equipment, until they become too contaminated and are no longer effective. At this point, rinses are combined, decanted if necessary, sampled, analyzed, placed into steel drums, declared hazardous waste and placed into the hazardous waste storage area.

In addition to wastes generated from equipment rinses, other minor amounts of waste are generated. A summary of all wastes generated is as follows:

- a) Rinses from production equipment (D001), as described above, amounting to approximately 1 x 55 gallon drum per week.
- b) Pigment dust from air pollution control equipment (D008), amounting to approximately 1 x 55 gallon drum every three months.
- c) Periodic cleaning of in-ground oil and sludge separators to remove floor washing debris (D008), amounting to approximately 2 x 55 gallon drums every three months.

- d) Disposal of a spent industrial detergent solution used for automatic cleaning of portable tanks (D001), amounting to approximately 1 x 55 gallon drum per month.

All liquid wastes are stored in 55 gallon steel drums that meet all appropriate DOT packaging standards. These wastes are both hazardous and non-hazardous and consist of flammable, combustible or aqueous solvents and contain contaminants such as pigments and resins. Semi-liquid wastes (pastes) have the liquid removed, and stored as indicated above. The resulting solid is also stored in drums meeting appropriate DOT standards. The pigment dust from the air-pollution control equipment is also stored in an appropriate DOT standard container. Hazardous waste is properly labeled and marked and stored and kept under supervision in an enclosed, fully sprinklerized section of the finished goods warehouse.

This section of the warehouse has been reserved solely for the storage of hazardous waste, and is so marked. These drums are stored on wooden pallets, four drums per pallet, and the pallets are placed in heavy steel pallet storage racks. The storage racks are four tiers high with sprinklers between each tier. The entire area under the storage area has a impermeable metal trough designed to hold at least 10 % of the maximum capacity of the storage area. This trough is intended to catch spills and leaks, should they occur, from the hazardous waste storage containers while they are in storage. Vapor detectors are located throughout the plant, including the storage area. These detectors will sound an alarm if flammable liquids release vapors that reach 25% of the LEL of the material.

Once a sufficient number of drums of hazardous waste has been accumulated, usually 30, an properly registered (NJ DEP) waste hauler is called in, and the waste is shipped to a treatment, storage or disposal facility that has a permit or interim status from the US EPA, NJ DEP or similiar authorized agency of another state. Daniel Products does not treat or dispose of its own hazardous waste on site, nor does it receive any hazardous waste from off-site.

The maximum capacity of the storage area is 3520 gallons (64 drums x 55 gallons each). The maximum hazardous waste ever stored was 2750 gallons (50 drums x 55 gallons). However, under normal operating conditions no more than 1650 gallons (30 drums x 55 gallons each) is accumulated before off site shipment.

Closure Activities - Removal of Waste, Decontamination and Testing

Upon initiation of closure, all hazardous waste will be removed from the facility using procedures normally used for hazardous waste removal: a NJ DEP registered hazardous waste hauler will be used to transport the waste to

an off-site facility that either has a final permit or interim status under the federal RCRA program or an authorized state RCRA program. All containers will be marked and labeled as required by NJ DEP, US EPA and US DOT regulations, and a uniform manifest will be completed.

After all waste has been removed, the following procedure will be used to decontaminate the facility:

- a) Wipe samples will be taken of any visible spills or stains in the waste storage area. In absence of any visible spills, a minimum of two wipe samples will be taken in the trough area, as this represents the most likely area where contamination will be found. These samples will be analyzed in a certified laboratory for lead content using the extraction procedure method referenced in NJAC 7:26-8.12 (40 CFR 261 Appendix 2). This analyte (lead) was chosen as the most likely residue to be present if there has been any spill, leakage or other source of contamination. The only other hazardous constituents in Daniel Products wastes are highly volatile hydrocarbons (e.g., xylene), and the likelihood of their presence in a spill residue is minimal to non-existent. The method (extraction procedure) was chosen as it is specifically designated in the regulations as being appropriate for lead, and it also represents the method currently used for this analyte as a hazardous waste constituent.
- b) After the container storage area has been cleared of waste inventory and the wipe samples have been taken as described in a) above, the container storage area will be thoroughly washed and scrubbed and rinsed with an abrasive brush, clean rags or cloths, and excess tap water. The wash and rinse water will be retained in containers, pending sampling and receipt of sample analysis. The retained wash and rinse water will be sampled and analyzed for pH, specific conductance and lead. A sample of tap water will also be analyzed as will trip and field blanks. All samples will be tested for the same parameters. The trip and field blanks will be for quality control/quality assurance purposes, and the tap water blank will be for the purpose of comparison to the tap water used in the cleaning operation.

The purpose of the wipe samples is to establish the presence or absence of contamination, and the purpose of the sampling as described above is to establish the effectiveness of the cleaning operation. If the residual rinse water shows excessive concentrations of the analytes, the decontamination will be repeated until the the residual rinse water matches the tap water blank.

- c) Pallets used in the waste storage area will be decontaminated as described in b) above. Cleaned pallets will be used elsewhere for product storage or other similar uses.

- d) If the rinse water used in decontamination is shown to meet the definition of hazardous waste as set forth in NJAC 7:26-8.1 et seq., then the material will be sent off site as described above for other hazardous wastes. If the rinse water does not meet the definition of a hazardous waste, then it will be disposed of via the municipal sewer that serves the plant.
- e) Fork lifts, ladders and other equipment used in the waste removal operations and decontamination procedures described above shall be wiped down after the removal/decontamination with damp cloths. This is deemed sufficient as this equipment is used routinely on a daily basis in the plant to handle raw materials and finished goods that present hazards identical to those presented by the hazardous waste.
- f) After decontamination, the waste storage area will not be dismantled, but will be made available for other plant purposes such as the storage of finished goods or storage of hazardous waste without a permit or interim status as allowed under the provisions of NJAC 7:26-9.1(c)(4) and 9.3(a).
- g) During the waste removal and decontamination procedures, personnel shall be equipped with appropriate personnel protective equipment, as appropriate for the task they are performing. Such equipment shall include, but not necessary be limited to, gloves, goggles, and respirators.
- h) Closure shall be supervised by Daniel Products Personnel. Also, an independent registered professional engineer shall be present and shall certify the closure to the NJ DEP upon completion of closure activities.

Closure Activities - Schedule

Closure activities shall commence as soon as possible after the receipt of the final volume of hazardous waste and approval of the closure plan. Closure shall most likely begin within 30 days after the receipt of closure plan approval from the NJ DEP; should unforeseen circumstances prevent beginning of closure activities within the 30 days, then they will begin as soon as possible thereafter but no later than 90 days after receipt of approval of the closure plan from the NJ DEP.

Closure activities are expected to take one to four weeks to complete, with the time lag due to the time needed to get test results from the analytical laboratory and time that may be needed to reclean the storage area should test results indicate any residual contamination. Should unforeseen

circumstances prevent prompt conclusion of the closure activities, then additional time may be necessary, but this time will not exceed more than 180 days after receipt of approval of the closure plan without notification being given to the NJ DEP.

The chart below illustrates the schedule for closure activities.

Figure 1 - Anticipated Closure Schedule

	DAYS						
		7	14	21	28	35	42
Activity							
1. Receipt of final volume of waste and approval of closure plan	x						
2. Reduce waste in storage to zero		x x					
3. Decontaminate waste storage area and equipment		xx					
4. Receive test results from lab, confirm decontamination			x				
5. Completion of closure, certification by P.E. sent to NJ DEP			x				
6. Slippage in the event of delays or need for follow-up cleaning (certification submitted later)					x		

Closure Cost Estimates

The following table represents the maximum estimated closure costs (cost if storage area were filled to maximum capacity of 3520 gallons at time of closure). Closure costs will be revised from time to time to reflect changes in costs brought on by inflation.

Table 1 - Closure Cost Estimate - August, 1987

A. Removal of waste inventory

1. Plant labor (1 hr. @ 10.00/hr)	\$ 10.00
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2. Disposal Costs	3,200.00
B. Decontamination of containment area	
1. Plant labor (8 hr @ \$10/hr)	80.00
2. Supervisor (1 hr @ \$15/hr)	15.00
3. Sampling and analysis (5 @ \$100)	500.00
C. Closure certification	
1. Labor (P.E. 2 hr. @ 60/hr)	120.00
2. Expenses	<u>25.00</u>
D. Subtotal	\$3,950.00
1. Plus 20% administration and contingency	<u>790.00</u>
F. Total Estimated Closure Costs	<u>\$4,740.00</u>



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF HAZARDOUS WASTE MANAGEMENT

John J. Trela, Ph.D., Director

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609 - 633 - 1408

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OCT 07 1987

Mr. Klaus Meinssen, Vice President
Daniel Products Company
Division of Synres Chemical Corp.
400 Claremont Avenue
Jersey City, New Jersey 07304

Dear Mr. Meinssen:

RE: Revised Closure Plan Approval, Daniel Products Company, Jersey City,
Hudson County, EPA ID Number NJD001340686

The Bureau of Hazardous Waste Engineering (the Bureau) has reviewed the revised closure plan dated August 27, 1987, submitted on September 9, 1987, for the hazardous waste container storage area at Daniel Products Company (the facility). Based upon the Department's review, the revised closure plan is hereby approved.

The closure activities shall take place in accordance with the revised closure plan, the requirements set forth by N.J.A.C. 7:26-9.8, and the following conditions:

1. The owner or operator shall complete closure activities outlined in the revised plan within 180 days from the date of this letter, and
2. Removal of all hazardous waste inventory from the container storage pad for manifested disposal to an approved treatment, storage and disposal facility must be done within ninety (90) days of this approval. All storage thereafter must be for less than ninety (90) days in accordance with N.J.A.C. 7:26-9.3(a) which require that:
 - a. The waste is placed in containers which meet the standards of N.J.A.C. 7:26-7.2 and are managed in accordance with N.J.A.C. 7:26-9.4(d).
 - b. The date upon which each period of accumulation begins is clearly marked and visible for inspection on each container.

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- c. The generator complies with the requirements for owners and operators of N.J.A.C. 7:26-9.6 and 9.7 concerning preparedness and prevention, contingency plans and emergency procedures as well as N.J.A.C. 7:26-9.4(g) concerning personnel training; and
3. To decontaminate the drum storage area, after taking the wipe samples, it will be thoroughly washed and scrubbed with an abrasive brush, clean rags and will be rinsed with excess tap water. The wash and rinse water will be retained in containers pending sampling and receipt of sample analysis for proper disposal. Decontamination procedure will be repeated until the analysis of the residual rinse water shows the concentration of lead equal to or less than the amount of lead present in the tap water blank, and
 4. A written certification by an independent, registered professional engineer (with engineer's seal and signature on it) and also a certification from the owner or operator shall be provided to the Bureau with 210 days of the date of this approval. These certification shall document that all the closure procedures have been carried out in accordance with the approved closure plan, and
 5. Analysis of the wipe samples and residual rinse water should also be submitted along with the certifications.

Should you have any questions on these matters, please contact Paul Mander of my staff at 609 292-9880.

Very truly yours,



Frank Coolick, Assistant Director
Hazardous Waste Regulation Element

EP43:pjb

c: Barry Tornick, USEPA

Anthony Cavalier, BFO/Metro Field Office